

AG Contract No. KR00 0166TRN
ADOT ECS File: JPA 00-01
Project: H4581-01C H 5736 01 C
Section: I-8 @ B-8 TI Replace Box Culvert

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

YUMA MESA IRRIGATION AND DRAINAGE DISTRICT

THIS AGREEMENT is entered into 13 June, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, acting by and through its
BOARD OF DIRECTORS (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The District is empowered to enter into this agreement and has by resolution dated 17 May 2000, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

3. Incident to improvements to the I-8 at B-8 traffic interchange contemplated by the State, it is necessary to replace the existing A Canal box culvert crossing of B-8, which are owned and maintained by the District, at a cost currently estimated at \$549,850.00 for design, construction, and construction administration/engineering, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24044
Filed with the Secretary of State
Date Filed: 06/13/00

Betsy Bayless
Secretary of State

B. Dicky V. Guenewald

II. SCOPE

1. The DISTRICT will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments as appropriate. Invoice the State for the reasonable cost of design, with no District profit or fee.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the District.

c. After bid opening, but prior to construction contract award, invoice the State for the cost of construction of the Project, plus up to eight percent (8%) of the construction cost for construction administration and engineering.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the new box culvert. Prior to performing major maintenance, apply for the required State permit and strictly comply with the safety requirements therein during such activities, including the State's "Manual of Uniform Traffic Control Devices" during maintenance.

2. The State will:

a. Review the design documents and provide comments. Pay the District for the reasonable cost of design within 30 days after receipt and approval of an invoice.

b. Issue the District any required State permits for the construction of the Project. Review the work during construction and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Retain the right to cancel the Project in the event of excessive cost. If the State elects to cancel the Project, the State will reimburse the District for costs incurred on the Project up until that time.

d. Pay the District for the reasonable actual cost of the Project plus up to eight percent (8%) construction administration and engineering, in a total amount currently estimated at \$549,850.00, but not to exceed \$600,000.00, within thirty (30) days after receipt and approval of an invoice.

e. Be responsible for future maintenance or reconstruction of the Project within the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project construction and payments, provided, however, that this agreement may be cancelled at any time prior the award of a construction contract, upon 30 days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the District and audit by the State are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602) 255-8369 FAX 255-7525

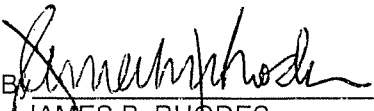
Yuma Mesa Irrigation and Drainage District
Executive Secretary
14329 S. 4th Avenue Ext.
Yuma, AZ 85365
(520) 726-4353 FAX 726-9618

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA MESA IRRIGATION
AND DRAINAGE DISTRICT**

STATE OF ARIZONA
Department of Transportation

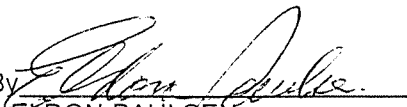
By 

JAMES B. RHODES
Executive Secretary

By 

WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST:

By 

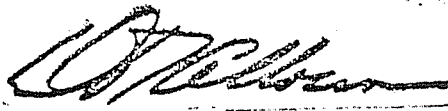
ELDON PAULSEN
Chairman

3may

RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Yuma Mesa Irrigation and Drainage District for the purpose of defining responsibilities for the design and construction of improvements to the I-8/B-8 A canal box culvert.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
14329 S. 4TH AVENUE EXT.
YUMA, AZ 85365

MAY 17, 2000

R E S O L U T I O N

BE IT RESOLVED by the Board of Directors of the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT that the following INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, attached hereto be and the same is hereby approved.

AG CONTRACT NO. KR00 0166TRN
ADOT ECS FILE: JPA 00-01
PROJECT: H4581 01C
SECTION: I-8 @ B-8 TI REPLACE BOX CULVERT

BE IT FURTHER RESOLVED the EXECUTIVE SECRETARY/MANAGER, JAMES B. RHODES, is hereby authorized and directed to execute the contract and such permits as are required to effect said contract for and on behalf of the District.

C E R T I F I C A T I O N

I, JAMES B. RHODES, the duly appointed EXECUTIVE SECRETARY AND MANAGER of the BOARD of the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of said District on May 17, 2000, at the Bill Paying Meeting duly posted and called by the Board of Directors. Those Directors being present: Chairman Paulsen, Directors Randolph Fram and James Weddle.

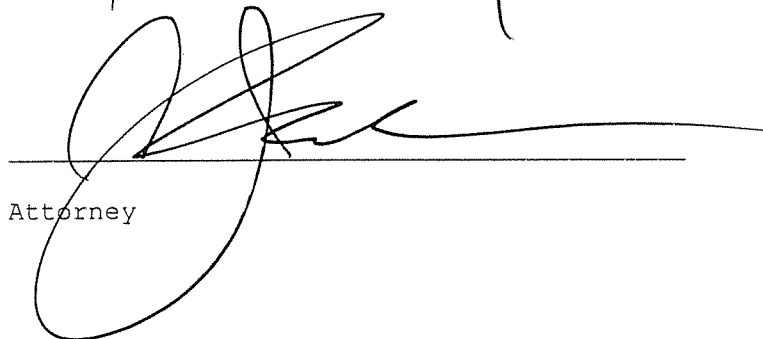


JAMES B. RHODES
EXECUTIVE SECRETARY/MANAGER

APPROVAL OF
THE YUMA MESA IRRIGATION AND DRAINAGE DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, EQUIPMENT DIVISION, and the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 17 day of May, 2000.



Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0166TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 6, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/630145

Enc.